

CONFLICT OF INTERESTS POLICY

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1. Introduction

Xtellus Europe Limited (hereinafter, “the Company”) is an Investment Firm regulated by the Cyprus Securities and Exchange Commission (hereinafter, “CySEC”) with License number 446/24, having its principal place of business at 26 Spyrou Kyprianou, 4040, Limassol, Cyprus and is registered with the Registrar of Companies in Nicosia under the number HE 447781.

The Company is operating under Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 (the “Markets in Financial Instruments Directive 2014/65/EU” or “MiFID II”) and under Regulation (EU) No 600/2014 of the European Parliament and the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (the “MiFIR”), which was implemented in Cyprus by the Investment Services and Activities and Regulated Markets Law of 2017 (Law 87(I)/2017) (as the same may be modified and amended from time to time), the Laws for the Prevention of Money Laundering and Terrorist Financing, Market Abuse and Insider Dealing, the General Data Processing Regulation (GDPR) as well as other legislation applicable in the Republic of Cyprus.

This Conflicts of Interest Policy is not intended to, and does not, create third party rights or duties that would not already exist if the Conflicts of Interest had not been made available, nor does it form part of any contract between the Company and any Client.

2. Scope and Core Regulatory Requirements

This conflict-of-interest policy is established in accordance with the Law 87(I)/2017 “Investment Services and Activities and Regulated Markets Law” and MiFID II requirements.

In accordance with **Article 23(1) MiFID II**, Cyprus Investment Firms (hereafter “CIFs”) shall take all appropriate steps to identify, prevent or manage conflicts of interest in the Company (including their managers, and employees, or any person directly or indirectly linked to the Company by control) and their clients that arise while providing any investment service and ancillary services or combinations thereof.

This Policy applies to the Company’s members of the Board, inhouse employees and/or outsource providers, tied persons and/or any other associates of the Company, including persons directly or indirectly linked to the aforesaid by control, who are, directly or indirectly, connected with the Company and refers to all interactions with the Company’s Clients.

This Policy sets out the Company’s policy to effectively *manage any conflicts of interest that may arise* in carrying on its business activities, taking into consideration the Company’s the nature, scale and complexity of the business it conducts with its clients, ensuring that the Company’s clients are treated fairly and that their interests are duly protected at all times.

Additionally, this Policy identifies, with reference to the Company’s investment and ancillary services carried out by or on behalf of the Company the circumstances which constitute or may give rise to a conflict of interest entailing a material risk of damage to the interests of

one or more clients and specifies the procedures to be followed and measures to be adopted in order to manage and prevent such conflicts.

Conflicts of Interest routinely require a balanced adjustment between objective: The legal regulations require the objective of independent and uninfluenced investment service provision for protecting and safeguarding the Client's interests be given the highest priority.

Hence, this policy aims to ensure that the Company's clients are treated at the highest level of integrity and to identify and prevent any conflicts of interest between:

- The Company and a relevant person
- The Company and its clients
- The Company and its third-party service providers/affiliates/counterparties (e.g. Custodian provider, settlement provider) arising from their remuneration and incentive structures
- The Company and another Group Entity
- The Company and any shareholder which at least owns a holding over the thresholds set out in Article 31 of EMIR
- Between the Company and a company in which a board member or a committee member performs other functions;
- Between the Company and a connected financial market infrastructure, such as a securities settlement system, a central securities depository, a trade repository

A person that should be considered as relevant includes:

- i. the Company's employees, board members and persons with close relationship such as their family members i.e. relatives by blood or marriage up to the "second degree" and dependent persons or persons permanently sharing the same household

and
- ii. any person who is involved in the Company's business and appear within the Company's Org. Structure, such as any committee members, external consultants and/or advisors (IT Department, Internal Auditors, External Auditors, Legal Advisor, Risk Manager).

The CEO of the Company, in cooperation with the Compliance Officer, should review and ensure that the Company's systems, controls and procedures are robust and adequate to identify and manage any conflict of interest which might arise in relation to the provision of the Company's services and that all the arrangements made under this Policy operate effectively.

The Company and its employees are committed to comply with this Policy and the applicable Law mentioned in Section 2.1 and 2.2, observe the principles of professional ethics, ensure the protection of clients' and counterparties' interests, and avoid conflicts between the private interests of the employees and the interests of the Company.

3. Identification of Conflicts of Interest

A Conflict of Interest entails any situation subject to at least two factors that are in conflict with each other. In the event of a Conflict of Interest under MiFID II, the Client for whom the

investment service is being provided always constitutes one factor, while the Company forms the other. Situations may nevertheless be conceivable in which several factors on the Company's side conflict with the Client's interests.

In the context of the wide array of investment and/or ancillary services offered by the Company, Conflicts of Interest may, by way of example, occur within the context of:

- i. the investment services and/or ancillary services, or any combination thereof, provided by the Company to, for and/or on behalf of its clients. In particular, the investment services and/or ancillary services that are provided by the Company and in the context of which possible Conflicts of Interest may arise, are the following:

Investment services

- Reception and transmission of Client Orders in relation to one or more financial instruments.
- Execution of Orders on behalf of Clients.

Ancillary Services

- Safekeeping and administration of financial instruments on behalf of clients.
- Granting credits or loans to an investor to carry out a transaction in one or more financial instruments.
- Foreign exchange transactions associated with investment services.

- ii. inducements (e.g. commissions, fees or other rewards with a monetary value) received or granted by or to third parties in connection with investment services and/or ancillary services, or any combination thereof, provided by the Company to, for and/or on behalf of its Clients;
- iii. performance-related remuneration or inducements paid to the Company's employees in connection with investment services and/or ancillary services, or any combination thereof, provided by the Company to, for and/or on behalf of its Clients;
- iv. commission trading in connection with services and/or ancillary services, or any combination thereof, provided by the Company to, for and/or on behalf of its Clients Client business;
- v. the Company's relationship with the issuers of financial instruments, e.g. financial relationship;
- vi. the preparation of financial analyses on securities offered for sale to the Company's Clients;
- vii. access and use of information obtained by the Company or the Company's employees and/or senior management, which is not in the public domain (i.e. the Company or the Company's employees and/or senior management obtaining information, which has not been published);
- viii. personal relationships of any relevant persons, or the participation, in supervisory

or advisory bodies.

For the purpose of *identifying potential conflicts of interest* that may arise in the provision of investment and ancillary services, and that could potentially harm the interests of clients, a conflict of interest shall be deemed to exist if the Company or any of the relevant persons are in any of the following situations:

- the Company or a relevant person is likely to make a financial gain, or avoid a financial loss, at the expense of any existing client;
- the Company or a relevant person has an interest in the outcome of the investment service provided to the client or of a transaction carried out on behalf of the client, which is distinct from the client's interest in that outcome;
- the Company or a relevant person has a financial or other incentive to favor the interest of another client or group of clients over the interests of the client.
- the Company or a relevant person carries on the same business as the client.
- the Company or a relevant person receive or will receive from a person other than the client an inducement in relation to a service provided to the client, in the form of monetary or non-monetary benefits or services.

4. Examples of conflicts of interest

With respect to the investment services and/or ancillary services mentioned, the Company has conducted an analysis of certain potential scenarios that could create Conflicts of Interest (the list is not limited):

The Company and Client(s)

- When the Company engages in proprietary trading in a security while simultaneously possessing information regarding ongoing or forthcoming transactions involving the client and the same security.
- When an employee of the Company trades securities in their personal account, which could create a conflict with a client's interests.
- When the Company or its employees receive gifts or inducements that could potentially influence behavior in a manner that conflicts with the interests of its clients.
- Where the Company is providing the service of receiving and transmitting Client Orders in relation to one or more financial instruments, Conflicts of interest could arise in cases in which Orders are received at the same time from two different Clients for the purchase or sale of certain financial instruments, such as equity securities, with only one counterpart existing in the market for the different Orders.

Client and Client

- When a person who is a client may be faced with a decision regarding whether fees for other clients shall be increased.
- Where the Company provides financial services to one client in respect of a bid and seeks to provide financing services to another client in respect of the same bid.
- When multiple clients express interest in acquiring the same underlying security, requiring the Company to decide on which clients will be allocated the product.

- When multiple clients are charged varying fees for the same underlying strategy, potentially leading the Company to deviate from its fiduciary responsibilities.

The Company and its employees

- When an employee will engage in diverse activities without the implementation of appropriate "Chinese Walls" to maintain independence between these activities.
- When an employee who recognizes personal conflicts of interest in their daily activities fails to disclose such conflicts to relevant third parties.
- When an employee with access to IT systems and/or sensitive data who has the capability to use this information for personal benefit.
- When an employee is serving on the committee of another organization that is competing for the same funding or contract.
- When an employee is related to a staff member and is involved in decisions regarding staff remuneration or conditions.
- When an employee is holding dual roles within different departments and leveraging conflicting knowledge to their advantage within these roles.
- The use of business resources, such as facilities or office equipment, for personal gain constitutes a conflict of interest. Similarly, utilizing one's position or influence to promote or assist external activities is also considered a conflict of interest related to business resources.
- Acceptance of gifts or hospitality from counterparties, clients, or competitors may present a conflict of interest, particularly when such gifts could influence decisions related to the providing party.
- Hiring, promoting, or supervising close friends or family members may present a conflict of interest, such as when HR hires a relative as a contractor instead of a more suitably qualified candidate.
- Employees engaging in personal transactions without informing the Company and using knowledge gained from their position for personal benefit constitute a conflict of interest.
- Inappropriate disclosure or misuse of information, such as revealing it to competitors or utilizing it for personal business purposes, represents a conflict of interest.

The Company and its third-party providers/affiliates/counterparties

- When a person has access to IT systems and/or is being sent sensitive data and is able to utilize this information for their benefit.
- When/If the Company conducts transactions on behalf of a client with, or in the securities of, an affiliated/related company.
- When the Company may not act in the client's best interest using its own affiliate to serve as a custodian for client assets.
- If the Company receives a proposal to accept non-monetary inducements from third party service providers in connection with its investment business, e.g. financial analyses or other data, training and sometimes technical/IT services, for access to third-party information and dissemination systems. These inducements are not directly related to services provided to Clients and the Company uses them to provide the high-quality services that Clients expect.

5. Operational process for managing an identified actual or potential conflict of interest

The Company manages conflict of interest situations by way of an escalation policy. This involves the following stages:

- a) Identification of 'Conflicts of Interest' situations;
- b) Management of 'Conflicts of Interest' situations;
- c) Disclosure of 'Conflicts of Interest' in instances where such situations cannot be contained;
- d) Keeping and updating records of identified 'Conflicts of Interest' situations.

5.1. Identification

Identifying 'Conflicts of Interest' up front is the first stage in safeguarding the position of the Client. Possible conflicts between different activities and/or interests must be identified before rendering investment and/or ancillary services to a client.

When a conflict of interest is identified and poses a material risk to the Company's decision-making or to the interests of one or more clients, appropriate mitigating actions must be taken. Effective planning is essential for the Company to foresee when a potential conflict may escalate into an actual conflict. Such planning must consider new business initiatives, regulatory changes, and evolving market practices.

In extreme circumstances, where the nature of the conflict is particularly severe or pervasive, the only viable solution may be to refrain from proceeding with a business decision, decline a potential client, or disengage from a potential third-party associate.

The identification and notification of actual or potential conflicts of interest are the responsibilities of all employees within the Company. The Compliance Department is responsible for organizing comprehensive training for all employees on the proper management of conflicts of interest. All employees must be fully aware of their duty to identify situations that require reporting and handling in accordance with the Company's conflict of interest policy.

Should any employee have doubts regarding whether a situation constitutes a potential conflict of interest, they are required to immediately report the matter to the Compliance Department.

5.2. Management

Upon identifying an actual or potential conflict of interest, the employee must promptly report the issue to the Compliance Department, which is responsible for assessing and monitoring any conflict of interest scenario.

This includes (but is not limited to) assessing:

- Whether the situation represents an actual or potential conflict of interest.
- Where the situation is a perceived conflict, the risk that it may become an actual conflict.
- How the conflict of interest can be appropriately managed.
- The degree of materiality of the conflict of interest.
- Whether the conflict of interest requires immediate notification to the Senior

Management for further assessment the seriousness of the risk or the risk rating of the conflict, there shall be in place a risk matrix, so that the conflicts can be assessed against the matrix and gives direction on the level of the reporting & action required.

Once a conflict of interest is identified, the Compliance Officer should immediately report to the CEO, and appropriate actions should be initiated.

The Company will take all the necessary actions to manage and/or resolve conflict of interest situations. This may include (but is not limited to):

- Managing the situation in such a way as to prevent conflicts of interest arising (for example, people working in different places, different access rights, providence of training, performance of monitoring activities and inspections, etc.).
- Managing the situation in such a way as to ensure that the interests of the Company or its employees will not affect the interests of the client.
- Escalating the conflict of interest to the client so that the client may decide upon a satisfactory course of action.

5.3. Disclosure

All Conflict-of-Interest issues shall be raised to the Compliance Department immediately. The Compliance Department shall report to the Board of Directors any significant issues and actions undertaken.

Where the Company made to prevent conflicts of interest affecting any client's interest are not sufficient to ensure, with reasonable confidence, that risks of damage to client's interests will be prevented, the Company shall clearly disclose in writing to the relevant client the general nature and/or sources of conflicts of interest and the steps taken to mitigate those risks before undertaking business on the client's behalf.

Where there is a risk of damage to a client's interest that cannot be prevented the Company shall follow the below steps:

- disclose in writing the conflict of interest to the client;
- agree with the client the best way to protect the client's interest and
- ask for the client's written consent before providing any investment or ancillary services, taking into consideration that the Company will be fully compliance within the legal framework issued by the Cyprus Securities and Exchange Commission.

The Company will disclose in writing, to the relevant client the specific conflict of interest and include sufficient detail, considering the nature of the client, to enable the client to take an informed decision with respect to the service in the context of which the conflict of interest arises.

The Company must ensure that the disclosure of conflicts to clients is used solely as a measure of last resort, and only in instances where the Company's efforts to prevent or manage such conflicts are insufficient to reasonably ensure that the risk of harm to clients' interests is fully mitigated.

The Company must also ensure that it is not engaged in an operation where the Company cannot manage a conflict of interest by way of implementing appropriate procedures.

When it is necessary to make a disclosure on specific conflicts of interest to the client, the Company will clearly state in that disclosure that the Company sets up to prevent or manage conflicts of interest are not sufficient to ensure, with reasonable confidence, that the risk of damage to the interest of the client will be prevented.

The Company considers that the disclosure shall include a specific description of the conflicts of interest that arise in the provision of investment and/or ancillary services, considering the nature of the client to whom the disclosure is being made.

The description will explain the general nature and sources of conflicts of interest, as well as the risks to the client that arise as a result of the conflicts of interest and the steps undertaken to mitigate these risks, in sufficient detail to enable the client to take an informed decision with respect to the investment or ancillary service in the context of which the conflicts of interest arise.

According to the Company's Conflicts of Interest Policy, over-reliance on the disclosure of conflicts of interest is considered as a deficiency.

After a client has been informed of relevant conflicts of interest, the client's consent to proceed with a transaction must be obtained. The ultimate decision whether to proceed rests with the client.

The effectiveness of disclosure as a tool for addressing conflicts of interest may also depend upon the level of sophistication of the client and the extent to which they are able to understand and act upon the information given to them. In this context, it is relevant to consider the level of the client's sophistication.

Disclosure to clients, where the general nature and the conflicts of interest are clearly disclosed to the client before the Company provides any services, is made in a durable medium according and includes sufficient detail, taking into account the nature of the client, to enable that client to take an informed decision with respect to the investment or ancillary service in the context of which the conflict of interest arises.

Xtellus Europe will provide the policy on paper, the policy will be provided in a durable medium other than on paper only if:

- a. the provision of that information in that medium is appropriate to the context in which the business between the Company and the client is, or is to be, carried on. and
- b. the person to whom the information is to be provided, when offered the choice between information on paper or in that other durable medium, specifically chooses the provision of the information in that other medium. The provision of information by means of electronic communications shall be treated as appropriate to the context in which the business between the Company and the client is, or is to be, carried on if there is evidence that the client has regular access to the internet. The provision by the client of an e-mail address for the purposes of the carrying on of that business shall be treated as such evidence.

5.4. Record Keeping

The Senior Management receives on a frequent basis, and at least annually, written reports on situations referred to in relation to such requirements as (included, but not limited to) record of services or activities giving rise to detrimental conflicts of interest, details of the situation, the assessment and escalation activities undertaken, and measures taken to mitigate them.

The Compliance Department is responsible for the identification and management of conflicts of interest daily according to the escalation policy as described above. Where there is an identified significant conflict of interest, the Senior Management will be informed immediately.

Employees are required to request a conflict check from the Compliance Department.

This request shall take place in the following circumstances:

- Where an employee identifies that material non-public information may be, or has been, received from a client, prospective client or third-party.
- Where a Company's employee is seeking to engage in a new client opportunity or project or
- Any other situation where an individual identifies that a conflict of interest has arisen or could arise.

The outcome of the conflict check may include any of the following:

- **Approval:** No conflicts have been identified, and the business activity may proceed without restrictions.
- **Conditional Approval:** A potential or actual conflict has been identified; however, with appropriate management measures, the business activity may proceed under specified conditions.
- **Referral:** The conflict may require further evaluation, including the possibility of obtaining a legal opinion.
- **Rejection:** The identified conflict cannot be adequately managed, and the business activity cannot proceed.

The Company's employees are responsible for ensuring that the Compliance Department is kept informed of any changes to the proposed business activity.

According to the current regulatory framework, it is required to keep and regularly update a record of all kinds of investment or ancillary services, or investment activities, carried out by, or on behalf of, the CIF in which a conflict of interest entailing a material risk of damage to the interests of one or more clients has arisen or, in the case of an ongoing service or activity, may arise. The Compliance Department maintains a register of all circumstances in which a conflict of interest has arisen. The register also contains the measures taken to mitigate the conflict of interest or to manage it. The register is updated any time a conflict of interest arises or may arise and is kept for a minimum of five (5) years. The register contains a description of the circumstances which constituted or may have constituted a conflict of interest, names of the persons involved, the name of the person responsible for the mitigation of the conflict, a description of the steps taken in order to mitigate the conflict - including client disclosures and subsequent resolutions.

The Company assesses and periodically reviews, at least on an annual basis, the Conflicts of

Interest Policy and take all appropriate measures to address any deficiencies.

Taking into consideration the services offered by the Company, the conflicts of interest that may arise include, but are not limited to, the following:

- Personal account dealing.
- Inappropriate exchange of information & Use of Inside Information.
- Inducements, gifts and invitations requiring hospitality expenses.
- Bribery and corruption.
- Competing client interests.
- Outside employment.
- Ownership interest in the Company.
- Personal account dealing.

The Company maintains a personal transactions policy, which all employees are required to observe. This policy places restrictions on employees to ensure that all personal dealing activities are appropriate and will not create an actual or potential disadvantage or loss to a client.

All personal dealing requires pre-approval.

The pre-approval process requires an assessment as to whether a client is or may be trading in the instrument for which permission is being sought.

In the event that a client is trading or may trade in the same instrument, the employee is not permitted to trade until the client no longer has an interest in trading. (See also “Watch and Restricted Lists Policy and Procedures below”).

6. Prevention of Conflict of Interest

The following actions shall be undertaken to *prevent a potential or actual conflict of interest*:

- Effective procedures to prevent or control the exchange of information between relevant persons engaged in investment activities, where the exchange of that information may harm the interests of one or more clients, shall be developed and appropriately adopted by the Company.
- There shall be a separate supervision of relevant persons whose principal functions involve carrying out activities on behalf of or providing services to clients whose interest may conflict, or who otherwise represent different interests that may conflict, including those of the Company.
- There shall be measures and procedures to ensure that relevant persons engaged in different business activities involving a conflict of interest, carry on those activities at a level of independence appropriate to the size and activities of the Company and to the risk of damage to the interests of clients.
- There must be a removal of any direct link between the remuneration of relevant persons principally engaged in one activity and the remuneration of other persons principally engaged in another activity where a conflict may arise in relation to those activities.
- There shall be measures to prevent or limit any person from exercising inappropriate influence over the way in which a relevant person carries out investment or ancillary services/activities.

- There shall be measures to prevent or control the simultaneous or sequential involvement or a relevant person in separate investment/ancillary services or activities where the involvement may impair the proper management of conflicts of interest. For example, in the Company there are implemented and enforced policies and procedures to safeguard insider information, to ensure that no improper trading occurs, all employees, including Directors shall complete a request for personal account trading (opening account and performing transactions), implementation of the Chinese-Walls, etc.

7. Inappropriate exchange of information & use of Inside Information

The Company has procedures in place to manage situations where the exchange of information must be controlled in order to prevent or manage conflicts of interest. All employees are required to observe the Company's insider dealing policy. The Company's personal transactions policy requires employees to notify the Compliance Department of all situations whereby an employee becomes aware of inside information.

Employees are also required to notify the Compliance Department of any situation where information received might constitute inside information. The Compliance Department will record the circumstances of the situation and take such action as is necessary and appropriate.

It is prohibited to all employees of the Company, including the Senior Management to use Inside Information:

- a. For trading in Financial Instruments, foreign currency, commodities to which such Inside Information relates, at their own expense, at the expense of 3rd party, except for transactions carried out in discharge of a matured obligation to buy or sell such Financial Instruments, foreign currency and/or commodities, if such obligation resulted from a transaction carried out before the Inside Information came to the knowledge of that person.
- b. By transferring the Inside Information to another person, except when this information is transferred to a person treated by the Company as its Insider as such transfer is connected with the performance of duties under applicable law, job duties or via agreement.
- c. By giving recommendations to 3rd parties, obliging or inducing them in any other way to purchase or to sell Financial Instruments, foreign currency and/or commodities.
- d. In any other cases envisaged by the applicable law.

8. Inducements & Gifts

An inducement is a reward for a specific behavior, designed to encourage that behaviour. It may take the form of a financial or non-monetary incentive that is paid / provided to or by the Company in relation to the provision of an investment or ancillary service to a client. Within the Company no inducements are permitted other than:

- a. Proper fees.
- b. A benefit designed to enhance the quality of the service to the client.
- c. An incentive provided to or by either a client or a third-party if:
 - i. It does not impair the Company's duty to act in the best interests of the client. and

- ii. The existence, nature, and amount of the fee/commission/benefit, or the method of calculating that amount, is clearly disclosed to the client prior to the provision of the service.

Employees, their families and any personally connected individuals are not allowed under any circumstances to offer or give, solicit or accept any inducement which causes, is likely to cause, or is perceived as likely to cause conflict with any duties owed by themselves or the Company to clients.

A gift is when the Company or an employee of the Company gives/receives a benefit or gratuity from/to a client without receiving fair compensation. The giving or receiving of gifts may result in the opportunity for financial advantage, e.g., to make, receive, or increase any gain or revenue. to avoid or reduce any loss or expense. There is a risk that a gift may be seen as a bribe.

Under no circumstances may money or cash convertible gifts be offered or accepted.

Normal business courtesies, such as lunch and dinner invitations, or entry to (including reasonable hospitality at) an artistic, social, or sporting event, do not require the Compliance Department's approval provided the Company's host is present.

All gifts must be recorded on the Gifts Register (see below for items that may be excluded from this requirement). The Company or an employee is prohibited from giving anything in excess of one hundred euro (100 EUR) per individual per calendar year to any person where such payment or gratuity is in relation to the Company's business. Receiving gifts from vendors or others is also limited to 100 EUR per year. this is a business (not regulatory) rule.

Gifts of tickets to artistic/social/sporting events or similar where the employee does not accompany/is not accompanied by the client are considered to be gifts.

The EUR 100 limitations on gifts and gratuities does not apply to usual business entertainment such as dinners or sporting events where the employee hosts the entertainment, though such expenses shall be reasonable.

"Entertainment" includes a broad range of activities such as trips, parties, and other activities where an employee hosts someone related to the Company's business.

All entertainment and related expenses paid for by an employee seeking reimbursement from the Company must be detailed on an expense form with receipts attached.

This clause of the Policy does not apply to gifts of de minimis value (such as pens, notepads, or modest desk ornaments) or to promotional items of nominal value with the Company's logo (e.g., umbrellas, tote bags or shirts). Promotional items must be valued substantially below the EUR 100 limit to be excluded from the Gifts Policy.

9. Anti-bribery and corruption

Bribes, including kickbacks and bid rigging are prohibited. Gifts and entertainment (including marketing) may also be construed in certain circumstances as bribery.

Employees are prohibited from offering, giving, soliciting, or accepting an inducement or gift if it is likely to materially conflict with any duty that the employee or the Company owes to its clients.

Moderation and common sense must be used in this context. In particular, no inducement or gift shall be given if public disclosure of the circumstances of the inducement or gift would embarrass either the employee or the Company.

To avoid the appearance of an inducement or gift, the existence, nature, and amount of a fee, commission, or benefit must be disclosed to the client prior to the provision of the relevant service. Proper fees for the provision of investment services, such as custody costs, settlement and exchange fees, regulatory levies or legal fees do not give rise to conflicts with the Company's duties to act honestly, fairly and professionally in accordance with the best interests of the Company's clients, nor shall fees and commissions designed to enhance the quality of the relevant service to a client give rise to conflicts.

A bribe usually means 'buying' something, for example the influence of the recipient, who makes the business decision. For example, it is a bribe to receive kickbacks or commission from a supplier as a 'reward' for awarding a contract to that supplier.

To give or receive a bribe creates a conflict of interest for an individual in relation to his/her related activities. For this reason, giving/receiving any bribes is prohibited.

10. Personal Transactions

"Personal Transaction" - means any transaction in an instrument included under the Company's conflict of interest policy, personal dealing policy or any such other Company policy imposing restrictions over employee trading activity.

The Company established appropriate rules governing Personal Transactions by the Company's managers and employees.

To ensure client's fair treatment, the Company has introduced the following procedures:

- Notification procedures for the employees of the Company and relevant persons.
- Disclosure of a conflict of interest to clients.
- Placing client interests first.
- Establishing Chinese-Walls.
- Segregation of Company's assets from clients' assets.
- Inform relevant persons on the restrictions on Personal Transactions and the measures established by the Company in connection with Personal Transactions and Notification procedures.
- The Compliance Officer has the responsibility to ensure that relevant persons have been informed.
- Keeping records of all Personal Transactions notified to, or identified by, the Company, including any authorisation or prohibition in connection with such transaction measures for Personal Transactions and notifying relevant persons on the restrictions on Personal Transactions and the measures established by the Company in connection with Personal Transactions and Notification procedures.

The Company is required to establish, implement and maintain adequate arrangements aimed

at preventing the following activities in the case of any relevant person who is involved in activities that may give rise to a conflict of interest, or who has access to inside information within the meaning of **Section 5 of the Insider Trading and Market Manipulation (Market Abuse) law** or to other confidential information relating to clients or transactions with or for clients by virtue of an activity carried out by him on behalf of the CIF entering into a personal transaction which meets at least one (1) of the following criteria:

- a. that person is prohibited from entering into it under the abovementioned law.
- b. it involves the misuse or improper disclosure of that confidential information.
- c. it conflicts or is likely to conflict with an obligation of the CIF under the Law.
- d. advising or procuring, other than in the proper course of his/her employment or contract for services, any other person to enter into a transaction in Financial Instruments which, if a personal transaction of the relevant person, would be covered by **point (a) of this subparagraph** or **Paragraph 28(2)(a) or (b) or paragraph 26(3) of the Directive DI144-2007-02 for the Professional Competence of IFs**, without prejudice to **Section 9(1)(b) of the Insider Trading and Market Manipulation (Market Abuse) law**, disclosing, other than in the normal course of his/her employment or contract for services, any information or opinion to any other person if the relevant person knows, or reasonably ought to know, that as a result of that disclosure that other person will or would be likely to take either of the following steps:
 - i. to enter into a transaction in Financial Instruments which, if a personal transaction of the relevant person, would be covered by **point (a) of this subparagraph**, or **Paragraph 27(2)(a) or (b) or paragraph 26(3) of the Directive DI144-2007-02 for the Professional Competence of IFs**.
 - ii. to advise or procure another person to enter into such a transaction.

The arrangements required under the previous paragraph, must particularly be designed to ensure that:

- each relevant person covered by the previous paragraph is aware of the restrictions on Personal Transactions, and of the measures established by the CIF in connection with Personal Transactions and disclosure, in accordance with the previous paragraph.
- the CIF is informed promptly of any personal transaction entered into by a relevant person, either by notification of that transaction or by other procedures enabling the CIF to identify such transactions.
- In the case of outsourcing arrangements, the CIF must ensure that the Company to which the activity is outsourced maintains a record of Personal Transactions entered into by any relevant person and provides that information to the CIF promptly on request.
- a record is kept of the personal transaction notified to the CIF, or identified by it, including any authorisation or prohibition in connection with such a transaction.

Xtellus Europe is informed promptly of any personal transaction entered into by a relevant person by notification of that transaction and the employee shall get prior approval from the Compliance Department and Risk Management Department.

The Company's employees:

- are required to report to the management their investments through other brokers.
- are prohibited from entering into personal account transactions that may be in conflict with the Company's duties to its clients.

- are prohibited from entering into personal account transactions with the clients of the Company.
- are required to report to the Compliance Officer and the Risk Manager personal account transactions prior to execution.
- are prohibited from requesting another person to enter into a transaction for his/her behalf.

An employee may not enter into Personal Transactions in instruments in relation to which he/she possesses inside information (e.g., information in relation to a Financial Instrument which has not been made public and which, if it were made public, would have a significant effect on the price of the Financial Instrument) or is in a situation of conflict of interest. This means that he/she may not even advise or procure other people to enter into such transactions. In any case, his/her firm shall be aware of all Personal Transactions he/she carries out. The restrictions on Personal Transactions do not apply to transactions that are effected by an employee's discretionary portfolio manager or to transactions in units in collective investment undertakings that meet strict diversification criteria (e.g. UCITS), when executed outside the Company, through an Execution Venue.

11.Procedures and Controls

Notification procedures for the employees of the Company

As a part of the Personal Transaction Policy, the directors, the Senior Management and the employees of the Company shall disclose the following information:

- Opening and closing personal accounts at the Company or any other investment firm for own investment purposes.
- Special participation they may possess in the share capital of any company in which the Company is also a shareholder.
- Financial Instruments held by the employee.
- Relevant information of the employee's affiliated persons.
- Transactions executed by the Company in which the employee may have an interest or a conflict.

Personal Transaction Policy Declarations

Each new executive director and employee of the Company shall sign a declaration to the effect that he/she has received and understood the Personal Transaction Policy and undertakes to observe their requirements, as well as the requirements contained in any subsequent notice amending the current policy.

Once a year all directors and employees shall confirm in writing that they have reported all the personal account dealings they or any connected person have undertaken, or that they have not undertaken any personal account dealings, in the preceding year.

Condition of Employment

It is a condition of employment of all the Company's directors and employees that these Personal Transaction policy be followed at all times. Any Personal Transaction undertaken contrary to this Policy shall be considered to be a serious disciplinary offence and a breach of the terms of the individual's employment.

Scope of the Personal Transaction Policy

This policy does not apply to:

- Personal Transactions in units in collective undertakings that comply with the conditions necessary to enjoy the rights conferred by the Open-Ended Undertakings for Collective Investment in Transferable Securities (UCITS) and Related Issues law or are subject to supervision under the law of a Member State which requires an equivalent level of risk spreading in their assets, where the relevant person and any other person for whose account the transactions are effected are not involved in the management of that undertaking, when Personal Transactions are executed outside the Company, through an External Broker.

Prior Authorisation

Personal Transactions, which fall within the scope of this policy, shall receive prior written authorisation from the Compliance Officer.

Requests to deal must be in writing, signed and dated by the individual seeking authorisation to deal. The signature is made against a statement to the effect that in undertaking the deal the individual is not in breach of the insider dealing legislation, and that the interests of clients are not prejudiced by his/her dealing. Once the request form has been completed and signed it should be submitted to the Compliance Officer for his/her consideration.

In considering whether or not to give his/her authorisation to the proposed deal, the Compliance Officer shall consider whether it is, or is likely to be, in breach of the insider dealing legislation, and whether the interests of the clients are prejudiced by such deal being undertaken.

Approval will be evidenced by the Compliance Officer's dated signature on the Personal Account dealing Request. Approvals last only for one (1) week following the date of approval. If the deal has not been undertaken within that time, the approval lapses and a fresh request must be made.

Notification of Personal Transactions

Once a personal account deal has been undertaken, it must be notified to the Compliance Officer within fourteen (14) days of the transaction date. The notification must contain the following details:

- Transaction date and time.
- Whether the transaction is a purchase or a sale.
- The security dealt in. and
- The value of the transaction.

Such a request for information can be met by the production of a copy of a broker's contract note.

Restricted and Watch Lists

In order to monitor and restrict activities so as to comply with applicable laws and to avoid any appearance of impropriety, the Company adopts "Watch List" and "Restricted List" procedures.

The Watch List

The "Watch List" procedure permits the Compliance Officer to monitor the trading of securities of companies on the Watch List, including trading for the accounts of the Company, its clients and its employees, during the period before a company is placed on the Restricted List. Unlike the Restricted List, the Watch List does not restrict sales or trading activity. The contents of the Watch List are confidential and known only by the Compliance Officer.

Regardless of whether a company or security is placed on the Watch List, the Chinese-Walls procedures are strictly observed until either the "inside" information has been disclosed publicly by the Company and broadly disseminated, or the Compliance Officer has restricted trading by placing the Company or security on the Restricted List.

The Restricted List

Unlike the Watch List, the Restricted List restricts sales and trading activities with respect to the specified securities of any company placed thereon. The Restricted List is used when a pending transaction or development (such as a public offering) and the Company's involvement is not (or no longer is) confidential.

The Company may have, or appear to have, "inside" information about the status of publicly announced but uncompleted transactions. Use of the Restricted List prevents any client solicitation or trading that could constitute misuse of such "inside" information or would otherwise appear improper.

Once a company or security is added to the Restricted List, the misuse of "inside" information is prevented not by the Chinese-Walls, but rather by the restriction of sales and trading activity. All sales and trading personnel are therefore responsible for complying with the Restricted List prohibitions.

Subject to limited exceptions and the prior approval of the Compliance Officer, when a company is on the Restricted List, the following prohibitions must be observed:

- No solicitation of client orders and any purchases or sales for discretionary client accounts over which the Company's personnel have discretionary trading authority.
- No trading for any proprietary account of the Company.
- No trading for the personal account of any company's employee. Personal accounts include every account in which the employee has a beneficial interest (including accounts for members of the employee's household) or over which the employee has discretionary authority or a power of attorney.
- Another exception to the foregoing prohibitions is that unsolicited client orders may be executed even though the issuer is on the Restricted List, so long as the Company acts solely as a broker or agent and does not establish or change any proprietary position in connection with the client's transaction. The Compliance Officer will be consulted and will be able to advise on exceptions.

The Restricted List is distributed to all employees and to Senior Managers.

In general, any person having information suggesting that a company shall be placed on the Restricted List shall promptly advise the Compliance Officer, which will, if there is any question,

determine the need for restriction. It will be the responsibility of the Compliance Officer to maintain written records of all additions to and deletions from the Restricted List, together with reasons thereto. All questions arising under any aspect of the Restricted List policy shall be referred promptly to the Compliance Officer.

When the basis for the inclusion of a company on the Restricted List terminates, the person who initially notified the Compliance Officer of the need to add the Company to the Restricted List is responsible for immediately notifying the Compliance Officer of the need to remove the Company from the list.

Confirmations from Brokers

The Company reserves the right to request that, before any individual subject to this policy deals on his/her personal account, arrangements are put in place for the Company to receive contract notes directly from the brokers of the individual concerned. In such circumstances, the Compliance Officer writes to the individual's brokers requesting them to confirm in writing that for any deal they undertake on behalf of the individual, named in the letter, they will immediately send a contract note to the Compliance Officer.

Documentation

Restricted List and Watch List are filed by the Compliance Officer. A file with all information regarding personal trading is maintained.

12. Monitoring and Review

The Company will monitor the effectiveness of this Policy on a regular basis, at least annually. The review will also be carried out whenever any material changes occur.

The existing Clients will be notified of any material changes or amendments to this Policy which may be made from time to time. The latest version of the document will also be available at the Company's website.

13. Definitions

"Client" means any individual and/or legal entity using the services of the Company.

"Confidential Information" means any information of actual or potential commercial value for the Company, which is unknown to third parties and cannot be freely accessible on legal grounds, and which is subject to Private Side treatment by the Company.

"Conflict of interest" means a situation whereby a client may suffer a loss or disadvantage through an action which results in a benefit or advantage to the Company or another client, a situation where an employee personal interest (direct or indirect) affects or may affect proper performance of his/her job (employment) duties. It includes (but is not limited to: documents, personal data of employees, clients, counterparties, strategies, investment patterns, volumes, transactions, financial models, business plans, new products, auditors and legal due diligence

reports on projects, secrecy of communication, etc.). Confidential information can be provided in oral, written and any other form, including with the use of technical means, with consent to the Company or without such consent in the cases provided by the applicable law.

Control Measures on Information Transfer (Chinese wall) means information barriers within the Company that help to control the circulation of Confidential and insider Information and to manage both actual and potential Conflict of Interest. The Chinese wall has a Public Side and a Private Side.

“Durable medium” means any instrument which enables a client to store information addressed personally to that client in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

“Employee” - means a permanent or temporary employee of the Company and a person directly or indirectly linked by control to the Company.

“Family” means a family member or partner of the employee.

“Inside Information” means accurate and information, which was not distributed or provided and which, if distributed or provided, may have a material effect on prices of Financial Instruments, foreign currency and/or commodities, such information being stipulated in the applicable law.

“Insider” means a person having access to Inside Information, whose status, rights and obligations are determined pursuant to the applicable law.

“Investment Services” and “Ancillary Services” or “Services” means unless the context otherwise requires, shall mean any of the services and activities, respectively, specified in Part I of the Third Appendix of Cyprus Law 87(I)/2017, which provides for the provision of investment services, the exercise of investment activities, the operation of regulated markets and other related matters, as the same may be modified and amended from time to time, relating to any of the financial instruments listed in Part III of the Third Appendix of Cyprus Law 87(I)/2017, which provides for the provision of investment services, the exercise of investment activities, the operation of regulated markets and other related matters, as the same may be modified and amended from time to time.

“Personal account” means a transaction with securities for the account of an Employee of the Company or his/her associate, where associate means a person somehow related to the Employee of the Company.

“Personal transaction” means any transaction in an instrument included under the Company’s conflict of interest policy, personal dealing policy or any such other Company policy imposing restrictions over employee trading activity.

“Private Side” means protectable information that is not available to public pursuant to the applicable law and the internal regulations of the Company.

“Public Side” means information that is available to public, qualified under the applicable law as information that may not be subject to restricted access treatment and/or that was made

public in compliance with the disclosure obligations pursuant to the applicable law.

“Relevant Persons” means any of the following:

- a) a director, partner or equivalent, manager or appointed representative (or where applicable, tied agent) of the Company;
- b) a director, partner or equivalent, or manager of any appointed representative (or where applicable, tied agent) of the Company;
- c) an employee of the Company or of an appointed representative (or where applicable, tied agent) of the Company; as well as any other natural person whose services are placed at the disposal and under the control of the Company or a tied agent of the Company and who is involved in the provision by the Company of regulated activities;
- d) a natural person who is involved in the provision of services to the Company or its appointed representative (or where applicable, tied agent) under an outsourcing arrangement for the purpose of the provision by the Company of investment services and activities.

“Wall Crossing” means provision/receipt of Private Side information to/by a Public Side Employee or participation of a Private Side Employee in projects capable of affecting the content of Public Side information.

“CEO” means the Chief Executive Officer of the Company, responsible for control, short-term planning and other managerial functions that are aimed at the Company achieving relevant strategic objectives.

14.ANEX 1 Personal Transaction Statement

(Personal Transactions Declaration)

NAME	
POSITION	
TEL.	
ACCOUNT with XTELLUS EUROPE LTD	
ACCOUNT with External Brokerage	

INFORMATION that shall be disclosed:

Name of External Broker	
Account Opening Date	
Type of Account	
Account Holder*	

Name of External Broker	
Account Opening Date	
Type of Account	
Account Holder*	

Name of External Broker	
Account Opening Date	
Type of Account	
Account Holder*	

*Account registered in the employees' name. husband (wife) or partner accounts, children's, parents or any other relatives accounts if they are living with the employee or the employees (or the employees' partner) dependants. accounts of legal entity, under direct or indirect control of the employee. accounts on which the employee has power of attorney or any other instruments which could benefit the employee directly or indirectly.

I have received and understood the Personal Account Dealing Policy and undertake to observe

its requirements, as well as the requirements contained in any subsequent notice amending the current policy.

I am aware that once a year all directors and employees shall confirm in writing that they have reported all the personal account dealings they, or any connected persons, have undertaken, or that they have not undertaken any personal account deals, in the preceding year.

Name, Position and Signature

Annual Confirmation of all reported trades Date

I, _____, acting as the _____ at XTELLUS EUROPE LTD,

hereby confirm that I have reported all the personal account dealings that, I, or any connected persons, have undertaken.

Name, Position and Signature

15. ANNEX 2 Personal Transaction Request for Opening Trading Account

from the Employees of XTELLUS EUROPE LTD

Name of the Employee	
Position	
Reason for opening an account	

Name of Employee and Signature

Date